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12 Attorneys for Defendant  
13 UPS SUPPLY CHAIN SOLUTIONS, INC.,  
14 erroneously sued as UNITED PARCEL  
15 SERVICE, INC.

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**UNITED STATES DISTRICT COURT**  
**CENTRAL DISTRICT OF CALIFORNIA**

CANTRELL JACKSON SR.,

Plaintiffs,

v.

UNITED PARCEL SERVICE INC.  
(UPS), and DOES 1 through 50,  
Inclusive,

Defendants.

Case No. 5:15-CV-01189-JVS-SPx

**STIPULATED PROTECTIVE  
ORDER**

Complaint Filed: May 13, 2015

Judge: Hon. Sheri Pym  
Dept.: 3 or 4 3<sup>rd</sup> Floor - Riverside  
Trial Date: August 30, 2016

**1. A. PURPOSES AND LIMITATIONS**

Discovery in this action is likely to involve production of confidential, proprietary, or private information for which special protection from public disclosure and from use for any purpose other than prosecuting this litigation may be warranted. Accordingly, the parties hereby stipulate to and petition the Court to enter the following Stipulated Protective Order. The parties acknowledge that this Order does not confer blanket protections on all disclosures or responses to discovery and that the protection it affords from public disclosure and use extends only to the limited

1 information or items that are entitled to confidential treatment under the applicable  
 2 legal principles. The parties further acknowledge, as set forth in Section 12.3, below,  
 3 that this Stipulated Protective Order does not entitle them to file confidential  
 4 information under seal; Civil Local Rule 79-5 sets forth the procedures that must be  
 5 followed and the standards that will be applied when a party seeks permission from  
 6 the court to file material under seal.

## 7 B. GOOD CAUSE STATEMENT

8 This action is likely to involve commercial, financial, and/or proprietary  
 9 information for which special protection from public disclosure and from use for any  
 10 purpose other than prosecution of this action is warranted. Such confidential and  
 11 proprietary materials and information consist of, among other things, confidential  
 12 business or financial information, information regarding confidential business  
 13 practices, or other commercial information, information otherwise generally  
 14 unavailable to the public, or which may be privileged or otherwise protected from  
 15 disclosure under state or federal statutes, court rules, case decisions, or common law.  
 16 Accordingly, to expedite the flow of information, to facilitate the prompt resolution of  
 17 disputes over confidentiality of discovery materials, to adequately protect information  
 18 the parties are entitled to keep confidential, to ensure that the parties are permitted  
 19 reasonable necessary uses of such material in preparation for and in the conduct of  
 20 trial, to address their handling at the end of the litigation, and serve the ends of justice,  
 21 a protective order for such information is justified in this matter. It is the intent of the  
 22 parties that information will not be designated as confidential for tactical reasons and  
 23 that nothing be so designated without a good faith belief that it has been maintained in  
 24 a confidential, non-public manner, and there is good cause why it should not be part of  
 25 the public record of this case.

## 26 2. DEFINITIONS

27 2.1 Action: This pending federal law suit.  
 28

1           2.2 Challenging Party: a Party or Non-Party that challenges the designation of  
2 information or items under this Order.

3           2.3 “CONFIDENTIAL” Information or Items: information (regardless of how  
4 it is generated, stored or maintained) or tangible things that qualify for protection  
5 under Federal Rule of Civil Procedure 26(c), and as specified above in the Good  
6 Cause Statement.

7           2.4 Counsel: Outside Counsel of Record and House Counsel (as well as their  
8 support staff).

9           2.5 Designating Party: a Party or Non-Party that designates information or  
10 items that it produces in disclosures or in responses to discovery as  
11 “CONFIDENTIAL.”

12           2.6 Disclosure or Discovery Material: all items or information, regardless of  
13 the medium or manner in which it is generated, stored, or maintained (including,  
14 among other things, testimony, transcripts, and tangible things), that are produced or  
15 generated in disclosures or responses to discovery in this matter.

16           2.7 Expert: a person with specialized knowledge or experience in a matter  
17 pertinent to the litigation who has been retained by a Party or its counsel to serve as an  
18 expert witness or as a consultant in this Action.

19           2.8 House Counsel: attorneys who are employees of a party to this Action.  
20 House Counsel does not include Outside Counsel of Record or any other outside  
21 counsel.

22           2.9 Non-Party: any natural person, partnership, corporation, association, or  
23 other legal entity not named as a Party to this action.

24           2.10 Outside Counsel of Record: attorneys who are not employees of a party to  
25 this Action but are retained to represent or advise a party to this Action and have  
26 appeared in this Action on behalf of that party or are affiliated with a law firm which  
27 has appeared on behalf of that party, and includes support staff.  
28

1           2.11 Party: any party to this Action, including all of its officers, directors,  
2 employees, consultants, retained experts, and Outside Counsel of Record (and their  
3 support staffs).

4           2.12 Producing Party: a Party or Non-Party that produces Disclosure or  
5 Discovery Material in this Action.

6           2.13 Professional Vendors: persons or entities that provide litigation support  
7 services (e.g., photocopying, videotaping, translating, preparing exhibits or  
8 demonstrations, and organizing, storing, or retrieving data in any form or medium)  
9 and their employees and subcontractors.

10          2.14 Protected Material: any Disclosure or Discovery Material that is  
11 designated as "CONFIDENTIAL."

12          2.15 Receiving Party: a Party that receives Disclosure or Discovery Material  
13 from a Producing Party.

### 14          3. SCOPE

15          The protections conferred by this Stipulation and Order cover not only  
16 Protected Material (as defined above), but also (1) any information copied or extracted  
17 from Protected Material; (2) all copies, excerpts, summaries, or compilations of  
18 Protected Material; and (3) any testimony, conversations, or presentations by Parties  
19 or their Counsel that might reveal Protected Material.

20          Any use of Protected Material at trial shall be governed by the orders of the trial  
21 judge. This Order does not govern the use of Protected Material at trial.

### 22          4. DURATION

23          Even after final disposition of this litigation, the confidentiality obligations  
24 imposed by this Order shall remain in effect until a Designating Party agrees  
25 otherwise in writing or a court order otherwise directs. Final disposition shall be  
26 deemed to be the later of (1) dismissal of all claims and defenses in this Action, with  
27 or without prejudice; and (2) final judgment herein after the completion and  
28 exhaustion of all appeals, rehearings, remands, trials, or reviews of this Action,

1 including the time limits for filing any motions or applications for extension of time  
2 pursuant to applicable law.

### 3 5. DESIGNATING PROTECTED MATERIAL

4 5.1 Exercise of Restraint and Care in Designating Material for Protection. Each  
5 Party or Non-Party that designates information or items for protection under this  
6 Order must take care to limit any such designation to specific material that qualifies  
7 under the appropriate standards. The Designating Party must designate for protection  
8 only those parts of material, documents, items, or oral or written communications that  
9 qualify so that other portions of the material, documents, items, or communications  
10 for which protection is not warranted are not swept unjustifiably within the ambit of  
11 this Order.

12 Mass, indiscriminate, or routinized designations are prohibited. Designations  
13 that are shown to be clearly unjustified or that have been made for an improper  
14 purpose (e.g., to unnecessarily encumber the case development process or to impose  
15 unnecessary expenses and burdens on other parties) may expose the Designating Party  
16 to sanctions.

17 If it comes to a Designating Party's attention that information or items that it  
18 designated for protection do not qualify for protection, that Designating Party must  
19 promptly notify all other Parties that it is withdrawing the inapplicable designation.

20 5.2 Manner and Timing of Designations. Except as otherwise provided in this  
21 Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise stipulated  
22 or ordered, Disclosure or Discovery Material that qualifies for protection under this  
23 Order must be clearly so designated before the material is disclosed or produced.

24 Designation in conformity with this Order requires:

25 (a) for information in documentary form (e.g., paper or electronic documents,  
26 but excluding transcripts of depositions or other pretrial or trial proceedings), that the  
27 Producing Party affix at a minimum, the legend "CONFIDENTIAL" (hereinafter  
28 "CONFIDENTIAL legend"), to each page that contains protected material. If only a

1 portion or portions of the material on a page qualifies for protection, the Producing  
 2 Party also must clearly identify the protected portion(s) (e.g., by making appropriate  
 3 markings in the margins).

4 A Party or Non-Party that makes original documents available for inspection  
 5 need not designate them for protection until after the inspecting Party has indicated  
 6 which documents it would like copied and produced. During the inspection and before  
 7 the designation, all of the material made available for inspection shall be deemed  
 8 “CONFIDENTIAL.” After the inspecting Party has identified the documents it wants  
 9 copied and produced, the Producing Party must determine which documents, or  
 10 portions thereof, qualify for protection under this Order. Then, before producing the  
 11 specified documents, the Producing Party must affix the “CONFIDENTIAL legend”  
 12 to each page that contains Protected Material. If only a portion or portions of the  
 13 material on a page qualifies for protection, the Producing Party also must clearly  
 14 identify the protected portion(s) (e.g., by making appropriate markings in the  
 15 margins).

16 (b) for testimony given in depositions that the Designating Party identify the  
 17 Disclosure or Discovery Material on the record, before the close of the deposition all  
 18 protected testimony.

19 (c) for information produced in some form other than documentary and for any  
 20 other tangible items, that the Producing Party affix in a prominent place on the  
 21 exterior of the container or containers in which the information is stored the legend  
 22 “CONFIDENTIAL.” If only a portion or portions of the information warrants  
 23 protection, the Producing Party, to the extent practicable, shall identify the protected  
 24 portion(s).

25 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent failure  
 26 to designate qualified information or items does not, standing alone, waive the  
 27 Designating Party’s right to secure protection under this Order for such material.  
 28 Upon timely correction of a designation, the Receiving Party must make reasonable

1 efforts to assure that the material is treated in accordance with the provisions of this  
2 Order.

### 3 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

4 6.1 Timing of Challenges. Any Party or Non-Party may challenge a  
5 designation of confidentiality at any time that is consistent with the Court's  
6 Scheduling Order.

7 6.2 Meet and Confer. The Challenging Party shall initiate the dispute resolution  
8 process under Local Rule 37.1 et seq.

9 6.3 The burden of persuasion in any such challenge proceeding shall be on the  
10 Designating Party. Frivolous challenges, and those made for an improper purpose  
11 (e.g., to harass or impose unnecessary expenses and burdens on other parties) may  
12 expose the Challenging Party to sanctions. Unless the Designating Party has waived or  
13 withdrawn the confidentiality designation, all parties shall continue to afford the  
14 material in question the level of protection to which it is entitled under the Producing  
15 Party's designation until the Court rules on the challenge.

### 16 7. ACCESS TO AND USE OF PROTECTED MATERIAL

17 7.1 Basic Principles. A Receiving Party may use Protected Material that is  
18 disclosed or produced by another Party or by a Non-Party in connection with this  
19 Action only for prosecuting, defending, or attempting to settle this Action. Such  
20 Protected Material may be disclosed only to the categories of persons and under the  
21 conditions described in this Order. When the Action has been terminated, a Receiving  
22 Party must comply with the provisions of section 13 below (FINAL DISPOSITION).

23 Protected Material must be stored and maintained by a Receiving Party at a  
24 location and in a secure manner that ensures that access is limited to the persons  
25 authorized under this Order.

26 7.2 Disclosure of "CONFIDENTIAL" Information or Items. Unless otherwise  
27 ordered by the court or permitted in writing by the Designating Party, a Receiving  
28 Party may disclose any information or item designated "CONFIDENTIAL" only to:



1 (a) the Receiving Party's Outside Counsel of Record in this Action, as well as  
2 employees of said Outside Counsel of Record to whom it is reasonably necessary to  
3 disclose the information for this Action;

4 (b) the officers, directors, and employees (including House Counsel) of the  
5 Receiving Party to whom disclosure is reasonably necessary for this Action;

6 (c) Experts (as defined in this Order) of the Receiving Party to whom disclosure  
7 is reasonably necessary for this Action and who have signed the "Acknowledgment  
8 and Agreement to Be Bound" (Exhibit A);

9 (d) the court and its personnel;

10 (e) court reporters and their staff;

11 (f) professional jury or trial consultants, mock jurors, and Professional Vendors  
12 to whom disclosure is reasonably necessary for this Action and who have signed the  
13 "Acknowledgment and Agreement to Be Bound" (Exhibit A);

14 (g) the author or recipient of a document containing the information or a  
15 custodian or other person who otherwise possessed or knew the information;

16 (h) during their depositions, witnesses, and attorneys for witnesses, in the  
17 Action to whom disclosure is reasonably necessary provided: (1) the deposing party  
18 requests that the witness sign the form attached as Exhibit 1 hereto; and (2) they will  
19 not be permitted to keep any confidential information unless they sign the  
20 "Acknowledgment and Agreement to Be Bound" (Exhibit A), unless otherwise agreed  
21 by the Designating Party or ordered by the court. Pages of transcribed deposition  
22 testimony or exhibits to depositions that reveal Protected Material may be separately  
23 bound by the court reporter and may not be disclosed to anyone except as permitted  
24 under this Stipulated Protective Order; and

25 (i) any mediator or settlement officer, and their supporting personnel, mutually  
26 agreed upon by any of the parties engaged in settlement discussions.



1           8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED  
 2 IN OTHER LITIGATION

3           If a Party is served with a subpoena or a court order issued in other litigation  
 4 that compels disclosure of any information or items designated in this Action as  
 5 “CONFIDENTIAL,” that Party must:

6           (a) promptly notify in writing the Designating Party. Such notification shall  
 7 include a copy of the subpoena or court order;

8           (b) promptly notify in writing the party who caused the subpoena or order to  
 9 issue in the other litigation that some or all of the material covered by the subpoena or  
 10 order is subject to this Protective Order. Such notification shall include a copy of this  
 11 Stipulated Protective Order; and

12           (c) cooperate with respect to all reasonable procedures sought to be pursued by  
 13 the Designating Party whose Protected Material may be affected.

14           If the Designating Party timely seeks a protective order, the Party served with  
 15 the subpoena or court order shall not produce any information designated in this  
 16 action as “CONFIDENTIAL” before a determination by the court from which the  
 17 subpoena or order issued, unless the Party has obtained the Designating Party’s  
 18 permission. The Designating Party shall bear the burden and expense of seeking  
 19 protection in that court of its confidential material and nothing in these provisions  
 20 should be construed as authorizing or encouraging a Receiving Party in this Action to  
 21 disobey a lawful directive from another court.

22           9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE  
 23 PRODUCED IN THIS LITIGATION

24           (a) The terms of this Order are applicable to information produced by a Non-  
 25 Party in this Action and designated as “CONFIDENTIAL.” Such information  
 26 produced by Non-Parties in connection with this litigation is protected by the  
 27 remedies and relief provided by this Order. Nothing in these provisions should be  
 28 construed as prohibiting a Non-Party from seeking additional protections.

(b) In the event that a Party is required, by a valid discovery request, to produce a Non-Party's confidential information in its possession, and the Party is subject to an agreement with the Non-Party not to produce the Non-Party's confidential information, then the Party shall:

(1) promptly notify in writing the Requesting Party and the Non-Party that some or all of the information requested is subject to a confidentiality agreement with a Non-Party;

(2) promptly provide the Non-Party with a copy of the Stipulated Protective Order in this Action, the relevant discovery request(s), and a reasonably specific description of the information requested; and

(3) make the information requested available for inspection by the Non-Party, if requested.

(c) If the Non-Party fails to seek a protective order from this court within 14 days of receiving the notice and accompanying information, the Receiving Party may produce the Non-Party's confidential information responsive to the discovery request. If the Non-Party timely seeks a protective order, the Receiving Party shall not produce any information in its possession or control that is subject to the confidentiality agreement with the Non-Party before a determination by the court. Absent a court order to the contrary, the Non-Party shall bear the burden and expense of seeking protection in this court of its Protected Material.

#### 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed Protected Material to any person or in any circumstance not authorized under this Stipulated Protective Order, the Receiving Party must immediately (a) notify in writing the Designating Party of the unauthorized disclosures, (b) use its best efforts to retrieve all unauthorized copies of the Protected Material, (c) inform the person or persons to whom unauthorized disclosures were made of all the terms of this Order,

1 and (d) request such person or persons to execute the “Acknowledgment and  
2 Agreement to Be Bound” that is attached hereto as Exhibit A.

3 11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE  
4 PROTECTED MATERIAL

5 When a Producing Party gives notice to Receiving Parties that certain  
6 inadvertently produced material is subject to a claim of privilege or other protection,  
7 the obligations of the Receiving Parties are those set forth in Federal Rule of Civil  
8 Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure  
9 may be established in an e-discovery order that provides for production without prior  
10 privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar as the  
11 parties reach an agreement on the effect of disclosure of a communication or  
12 information covered by the attorney-client privilege or work product protection, the  
13 parties may incorporate their agreement in the stipulated protective order submitted to  
14 the court.

15 12. MISCELLANEOUS

16 12.1 Right to Further Relief. Nothing in this Order abridges the right of any  
17 person to seek its modification by the Court in the future.

18 12.2 Right to Assert Other Objections. By stipulating to the entry of this  
19 Protective Order no Party waives any right it otherwise would have to object to  
20 disclosing or producing any information or item on any ground not addressed in this  
21 Stipulated Protective Order. Similarly, no Party waives any right to object on any  
22 ground to use in evidence of any of the material covered by this Protective Order.

23 12.3 Filing Protected Material. A Party that seeks to file under seal any  
24 Protected Material must comply with Civil Local Rule 79-5. Protected Material may  
25 only be filed under seal pursuant to a court order authorizing the sealing of the  
26 specific Protected Material at issue. If a Party's request to file Protected Material  
27 under seal is denied by the court, then the Receiving Party may file the information in  
28 the public record unless otherwise instructed by the court.

1           13. FINAL DISPOSITION

2           After the final disposition of this Action, as defined in paragraph 4, within 60  
 3 days of a written request by the Designating Party, each Receiving Party must return  
 4 all Protected Material to the Producing Party or destroy such material. As used in this  
 5 subdivision, "all Protected Material" includes all copies, abstracts, compilations,  
 6 summaries, and any other format reproducing or capturing any of the Protected  
 7 Material. Whether the Protected Material is returned or destroyed, the Receiving Party  
 8 must submit a written certification to the Producing Party (and, if not the same person  
 9 or entity, to the Designating Party) by the 60 day deadline that (1) identifies (by  
 10 category, where appropriate) all the Protected Material that was returned or destroyed  
 11 and (2) affirms that the Receiving Party has not retained any copies, abstracts,  
 12 compilations, summaries or any other format reproducing or capturing any of the  
 13 Protected Material. Notwithstanding this provision, Counsel are entitled to retain an  
 14 archival copy of all pleadings, motion papers, trial, deposition, and hearing transcripts,  
 15 legal memoranda, correspondence, deposition and trial exhibits, expert reports,  
 16 attorney work product, and consultant and expert work product, even if such materials  
 17 contain Protected Material. Any such archival copies that contain or constitute  
 18 Protected Material remain subject to this Protective Order as set forth in Section 4  
 19 (DURATION).

20           14. Any violation of this Order may be punished by any and all appropriate  
 21 measures including, without limitation, contempt proceedings and/or monetary  
 22 sanctions.

23           IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

24           DATED: June 14, 2016

25  
 26           /s/ Johnwilly C. Osuji  
 27           Johnwilly C. Osuji  
 28           Law Offices of Johnwilly C. Osuji  
           Attorneys for Plaintiff

1  
2 DATED: June 14, 2016

3  
4 /s/ Carolina Bravo-Karimi  
5 Claudette G. Wilson  
6 Michael S. Kalt  
7 Carolina Bravo-Karimi  
8 WILSON TURNER KOSMO LLP  
9 Attorneys for Defendant

10  
11 **SIGNATURE ATTESTATION**

12 Pursuant to Local Rule 5-4.3.4(a)(2)(i), I hereby certify that authorization for  
13 the filing of this document has been obtained from each of the other signatories shown  
14 above and that all signatories concur in the filing's content.

15 By: /s/ Carolina Bravo-Karimi  
16 Carolina Bravo-Karimi

17  
18 FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

19  
20 DATED: June 20, 2016

21   
22 \_\_\_\_\_

23 HON. SHERI PYM  
24 United States District/Magistrate Judge

EXHIBIT AACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, \_\_\_\_\_ [print or type full name], of  
 \_\_\_\_\_ [print or type full address], declare under penalty of perjury that  
 I have read in its entirety and understand the Stipulated Protective Order that was  
 issued by the United States District Court for the Central District of California on  
 [date] in the case of *Jackson v. United Parcel Service, Inc.*, Case No. 5:15-CV-01189-  
 JVS-SPx. I agree to comply with and to be bound by all the terms of this Stipulated  
 Protective Order and I understand and acknowledge that failure to so comply could  
 expose me to sanctions and punishment in the nature of contempt. I solemnly promise  
 that I will not disclose in any manner any information or item that is subject to this  
 Stipulated Protective Order to any person or entity except in strict compliance with the  
 provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court  
 for the Central District of California for the purpose of enforcing the terms of this  
 Stipulated Protective Order, even if such enforcement proceedings occur after  
 termination of this action. I hereby appoint \_\_\_\_\_ [print or  
 type full name] of \_\_\_\_\_ [print or type full  
 address and telephone number] as my California agent for service of process in  
 connection with this action or any proceedings related to enforcement of this  
 Stipulated Protective Order.

Date: \_\_\_\_\_

City and State where sworn and signed: \_\_\_\_\_

Printed name: \_\_\_\_\_

Signature: \_\_\_\_\_